

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0002; Expires April 30, 2017

Supplemental Statement

**Pursuant to the Foreign Agents Registration Act of
1938, as amended**

For Six Month Period Ending August 31, 2014

(Insert date)

I - REGISTRANT

1. (a) Name of Registrant

(b) Registration No.

Hogan Lovells US LLP

2244

(c) Business Address(es) of Registrant

555 Thirteenth Street, NW
Washington, DC 20004

2. Has there been a change in the information previously furnished in connection with the following?

(a) If an individual:

(1) Residence address(es) Yes ☐ No ☐(2) Citizenship Yes ☐ No ☐(3) Occupation Yes ☐ No ☐

(b) If an organization:

(1) Name Yes ☐ No ☒(2) Ownership or control Yes ☐ No ☒(3) Branch offices Yes ☒ No ☐

(c) Explain fully all changes, if any, indicated in Items (a) and (b) above.

See Rider A.

IF THE REGISTRANT IS AN INDIVIDUAL, OMIT RESPONSE TO ITEMS 3, 4, AND 5(a).3. If you have previously filed Exhibit C¹, state whether any changes therein have occurred during this 6 month reporting period.Yes ☐ No ☒If yes, have you filed an amendment to the Exhibit C? Yes ☐ No ☐

If no, please attach the required amendment.

¹ The Exhibit C, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, and by laws of a registrant that is an organization. (A waiver of the requirement to file an Exhibit C may be obtained for good cause upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530.)

4. (a) Have any persons ceased acting as partners, officers, directors or similar officials of the registrant during this 6 month reporting period?

Yes ☒ No ☐

If yes, furnish the following information:

Name	Position	Date Connection Ended
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See Rider B.

5. (b) Have any persons become partners, officers, directors or similar officials during this 6 month reporting period?

Yes ☒ No ☐

If yes, furnish the following information:

Name	Residence Address	Citizenship	Position	Date Assumed
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See Rider C.

5. (a) Has any person named in Item 4(b) rendered services directly in furtherance of the interests of any foreign principal?

Yes ☐ No ☒

If yes, identify each such person and describe the service rendered.

(b) During this six month reporting period, has the registrant hired as employees or in any other capacity, any persons who rendered or will render services to the registrant directly in furtherance of the interests of any foreign principal(s) in other than a clerical or secretarial, or in a related or similar capacity? Yes ☐ No ☒

Name	Residence Address	Citizenship	Position	Date Assumed
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(c) Have any employees or individuals, who have filed a short form registration statement, terminated their employment or connection with the registrant during this 6 month reporting period? Yes ☐ No ☒

If yes, furnish the following information:

Name	Position or Connection	Date Terminated
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(d) Have any employees or individuals, who have filed a short form registration statement, terminated their connection with any foreign principal during this 6 month reporting period? Yes ☒ No ☐

If yes, furnish the following information:

Name	Position or Connection	Foreign Principal	Date Terminated
Jeanne S. Archibald*	Partner	Government of Japan	8/31/14

*This individual, while still affiliated with the firm, no longer expects to engage in activities requiring registration under FARA, and therefore is terminating her short-form registration.

6. Have short form registration statements been filed by all of the persons named in Items 5(a) and 5(b) of the supplemental statement?

Yes ☐ No ☐

If no, list names of persons who have not filed the required statement.

Not applicable.

II - FOREIGN PRINCIPAL

7. Has your connection with any foreign principal ended during this 6 month reporting period? Yes ☐ No ☒
If yes, furnish the following information:

Foreign Principal

Date of Termination

8. Have you acquired any new foreign principal(s)² during this 6 month reporting period? Yes ☒ No ☐
If yes, furnish the following information:

Name and Address of Foreign Principal(s)

Date Acquired

Government of the Commonwealth of The Bahamas
Paul L. Adderley Building
18 John F. Kennedy Drive
Nassau, Bahamas

The Foreign Principal is a long-standing client of the Registrant; only recently did the Foreign Principal ask the Registrant to represent it in the FARA-registerable matters described in its Exhibit B, filed June 2, 2014.

9. In addition to those named in Items 7 and 8, if any, list foreign principal(s)² whom you continued to represent during the 6 month reporting period.

Government of Antigua and Barbuda
Government of Japan
Government of Ontario, Ministry of Natural Resources,
and Ministry of Economic Development, Trade and Employment
Pemex-Exploración Y Producción
Royal Embassy of Saudi Arabia

10. (a) Have you filed exhibits for the newly acquired foreign principal(s), if any, listed in Item 8?

Exhibit A³ Yes ☒ No ☐

Exhibit B⁴ Yes ☒ No ☐

If no, please attach the required exhibit.

- (b) Have there been any changes in the Exhibits A and B previously filed for any foreign principal whom you represented during this six month period? Yes ☒ No ☐

If yes, have you filed an amendment to these exhibits? Yes ☐ No ☒

If no, please attach the required amendment. Please see attached Amendment pertaining to address and contact information contained in Exhibit A of Foreign Principal Government of the Commonwealth of The Bahamas; attached Amendment pertaining to contact information contained in Exhibit A of Foreign Principal Government of Antigua and Barbuda; and Amendment and revised Exhibit B regarding the agreement between Registrant and Foreign Principal Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment.

² The term "foreign principal" includes, in addition to those defined in Section 1(b) of the Act, an individual organization any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual. (See Rule 100(a) (9)). A registrant who represents more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 208.)

³ The Exhibit A, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal.

⁴ The Exhibit B, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

III - ACTIVITIES

11. During this 6 month reporting period, have you engaged in any activities for or rendered any services to any foreign principal named in Items 7, 8, or 9 of this statement? Yes ☒ No ☐

If yes, identify each foreign principal and describe in full detail your activities and services:

See Rider D.

12. During this 6 month reporting period, have you on behalf of any foreign principal engaged in political activity⁵ as defined below? Yes ☒ No ☐

If yes, identify each such foreign principal and describe in full detail all such political activity, indicating, among other things, the relations, interests and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored or delivered speeches, lectures or radio and TV broadcasts, give details as to dates, places of delivery, names of speakers and subject matter.

See Rider E.

13. In addition to the above described activities, if any, have you engaged in activity on your own behalf which benefits your foreign principal(s)? Yes ☒ No ☐

If yes, describe fully.

From time to time, Registrant may attend functions generally related to the interests of one or more foreign principals. Though issues specifically concerning the foreign principals are not discussed, Registrant's attendance at these functions may indirectly benefit one or more of Registrant's foreign principals.

⁵ "Political activity," as defined in Section 1(o) of the Act, means any activity that the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign policies of the United States or with reference to political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

IV - FINANCIAL INFORMATION**14. (a) RECEIPTS-MONIES**

During this 6 month reporting period, have you received from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes ☒ No ☐

If no, explain why.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies.⁶

Date	From Whom	Purpose	Amount
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See Rider F.

Total

(b) RECEIPTS - FUNDRAISING CAMPAIGN

During this 6 month reporting period, have you received, as part of a fundraising campaign⁷, any money on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes ☐ No ☒

If yes, have you filed an Exhibit D⁸ to your registration? Yes ☐ No ☐

If yes, indicate the date the Exhibit D was filed. Date _____

(c) RECEIPTS-THINGS OF VALUE

During this 6 month reporting period, have you received any thing of value⁹ other than money from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal?

Yes ☐ No ☒

If yes, furnish the following information:

Foreign Principal	Date Received	Thing of Value	Purpose
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^{6, 7} A registrant is required to file an Exhibit D if he collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. (See Rule 201(e)).

⁸ An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal.

⁹ Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

15. (a) DISBURSEMENTS-MONIES

During this 6 month reporting period, have you

(1) disbursed or expended monies in connection with activity on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes ☒ No ☐(2) transmitted monies to any such foreign principal? Yes ☐ No ☐

If no, explain in full detail why there were no disbursements made on behalf of any foreign principal.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies, including monies transmitted, if any, to each foreign principal.

Date	To Whom	Purpose	Amount
See Rider G.			

Total

(PAGE 7)

(b) DISBURSEMENTS-THINGS OF VALUE

During this 6 month reporting period, have you disposed of anything of value¹⁰ other than money in furtherance of or in connection with activities on behalf of any foreign principal named in Items 7, 8, or 9 of this statement?

Yes ☐No ☒

If yes, furnish the following information:

Date	Recipient	Foreign Principal	Thing of Value	Purpose
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(c) DISBURSEMENTS-POLITICAL CONTRIBUTIONS

During this 6 month reporting period, have you from your own funds and on your own behalf either directly or through any other person, made any contributions of money or other things of value¹¹ in connection with an election to any political office, or in connection with any primary election, convention, or caucus held to select candidates for political office?

Yes ☒No ☐

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
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See Rider H.

10, 11 Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

V - INFORMATIONAL MATERIALS

16. (a) During this 6 month reporting period, did you prepare, disseminate or cause to be disseminated any informational materials?¹²
 Yes ☐ No ☒

If Yes, go to Item 17.

- (b) If you answered No to Item 16(a), do you disseminate any material in connection with your registration?
 Yes ☐ No ☐

If Yes, please forward the materials disseminated during the six month period to the Registration Unit for review.

17. Identify each such foreign principal.

Not applicable.

18. During this 6 month reporting period, has any foreign principal established a budget or allocated a specified sum of money to finance your activities in preparing or disseminating informational materials? Yes ☐ No ☒

If yes, identify each such foreign principal, specify amount, and indicate for what period of time.

19. During this 6 month reporting period, did your activities in preparing, disseminating or causing the dissemination of informational materials include the use of any of the following:

- ☐ Radio or TV broadcasts ☐ Magazine or newspaper ☐ Motion picture films ☐ Letters or telegrams
☐ Advertising campaigns ☐ Press releases ☐ Pamphlets or other publications ☐ Lectures or speeches
☐ Other (specify) Not applicable.

Electronic Communications

- ☐ Email
☐ Website URL(s): _____
☐ Social media websites URL(s): _____
☐ Other (specify) Not applicable.

20. During this 6 month reporting period, did you disseminate or cause to be disseminated informational materials among any of the following groups:

- ☐ Public officials ☐ Newspapers ☐ Libraries
☐ Legislators ☐ Editors ☐ Educational institutions
☐ Government agencies ☐ Civic groups or associations ☐ Nationality groups
☐ Other (specify) Not applicable.

21. What language was used in the informational materials:

- ☐ English ☐ Other (specify) Not applicable.

22. Did you file with the Registration Unit, U.S. Department of Justice a copy of each item of such informational materials disseminated or caused to be disseminated during this 6 month reporting period? Yes ☐ No ☐
 Not applicable.

23. Did you label each item of such informational materials with the statement required by Section 4(b) of the Act?
 Yes ☐ No ☐ Not applicable.

¹² The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

VI - EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹³)September 30, 2014/s/ T. Clark Weymouth

eSigned

September 30, 2014/s/ Aleksandar Dukic

eSigned

¹³ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**Supplemental Statement of
Hogan Lovells US LLP
for Period Ended August 31, 2014**

**Rider A
Response to Question 2(c)**

The offices of Hogan Lovells US LLP have undergone the following changes during the subject period: changes in office addresses and the addition of an office in Mexico:

1) The Sao Paulo, Brazil office has moved,

from:

Av. Brigadeiro Faria Lima, 3144
3º andar – Jd. Paulistano
São Paulo – SP
01451-000

to:

Edifício Plaza JK
Rua Minas de Prata, 30, 7º andar
Itaim Bibi
04552-080 São Paulo, SP
Brazil

**2) There is a new office in San Pedro
Garza García, Mexico:**

Av. Ricardo Margáin 444
Mezzanine Norte
Valle del Campestre
San Pedro Garza García, N.L. 66265
México

3) The Mexico City office has moved twice,

from:

Mayorga 118-202
Colonia Lomas de Chapultepec
Sección, C.P., 11000,
México, Distrito Federal
México

to:

Bosques de Radiatas número 22, piso 5
Colonia Bosques de las Lomas
C.P. 05120
México, Distrito Federal
México

finally to:

Paseo de Tamarindos 150-PB
Bosques de las Lomas
México, Distrito Federal 05120
México

**Supplemental Statement of
Hogan Lovells US LLP
for Period Ended August 31, 2014**

**Rider B
Response to Question 4(a)**

The following persons ceased acting as partners of the Registrant during this period:

NAME	DATE
Abram, Jonathan L.*	04/01/14
Albright, Shane R.	07/25/14
Barsness, George P.	04/01/14
Boigon, Howard L.	04/02/14
Cherian, Korula T.	04/30/14
Clapton, Charles M.	03/14/14
Handman, Christopher T.	04/28/14
Lefkowitz, Melvin E.	04/01/14
McGee, Shelly L.	07/15/14
Nussbaum, William D.	03/21/14
Ramos, Constance F.	04/30/14
Schorr, Edward T.	06/20/14
Wales, Robert S.	04/30/14
Young, Joseph H.	08/28/14
Zhu, Song	06/03/14

*This individual remains affiliated with the firm in an of counsel capacity, but has ceased acting as partner as of the date noted above.

**Supplemental Statement of
Hogan Lovells US LLP
for Period Ended August 31, 2014**

Rider C

Response to Question 4(b)

The following persons became partners of the Registrant during this period:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>	<u>CITIZENSHIP</u>	<u>DATE ASSUMED</u>
Gallon, Nathaniel P.	710 Lemon Street Menlo Park, CA 94025	USA	05/12/2014
Hellings, Kathryn M.	10518 Pine Haven Terrace Rockville, MD 20852	USA	06/03/2014
McGregor, Veronica K.	93 Deer Park San Rafael, CA 94901	USA	05/12/2014
Stemp, Albert W.	610 South Main Street, Apt. 705 Los Angeles, CA 90014	USA	08/18/2014

**Supplemental Statement of
Hogan Lovells US LLP
for Period Ended August 31, 2014**

**Rider D
Response to Question 11**

Government of Antigua and Barbuda

Registrant is assisting the foreign principal with a submission made to the National Committee on Foreign Medical Education and Accreditation, pursuant to which the foreign principal seeks to have the U.S. Secretary of Education continue to find that its medical program accreditation standards are comparable to those used in the United States.

Government of the Commonwealth of The Bahamas

As requested by the foreign principal, Registrant renders advice and representation to the foreign principal on general diplomatic representation and foreign policy matters, US laws, regulations, policies and actions by US Congress, Executive Branch and US Government agencies that may affect or relate to the activities and interests of the foreign principal, including but not limited to surveillance and privacy matters; bilateral aviation safety matters; the bilateral US-Bahamas relationship; and communications with the US Government or media relating to legislative, public policy or public affairs matters.

Government of Japan

Registrant advises and represents the foreign principal on general diplomatic representation, laws, regulations, policies, proposed congressional measures, treaties and other international agreements, and actions by the U.S. Congress, Executive Branch, U.S. Government agencies and certain state and local governments that may affect or relate to the interests of the foreign principal, the bilateral U.S.-Japan/Japan-U.S. relationship, and/or Japanese nationals, including corporations. In some instances, these services include representation in international trade-related matters and litigation. Registrant also advises the foreign principal on legal and regulatory matters relating to the Embassy and/or to its diplomats.

Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment

Registrant renders advice on U.S. and international laws, regulations, and policies concerning Canada-U.S. trade issues, and represents the interests of the principal in the Softwood Lumber from Canada dispute.

Hogan Lovells US LLP
Rider D (Continued)

Pemex-Exploracion y Produccion

Registrant represents the foreign principal in litigation before the United States District Court for the Southern District of New York, Document Number 10-CV-00206, Corporación Mexicana De Mantenimiento Integral, S. De R.L. De C.V. v. Pemex Exploración Y Producción, including advice on related questions of strategy. In addition, Registrant provides other litigation and corporate legal services to the foreign principal.

Royal Embassy of Saudi Arabia

Registrant provides legal counsel to the foreign principal in connection with general foreign policy and related matters. In addition, as requested by the foreign principal, the Registrant renders advice on legislative, regulatory and public policy activities of interest. The Registrant also advises the foreign principal on media reports and related public affairs developments. As required, the Registrant undertakes specific advocacy assignments with regard to litigation, legislative, regulatory, public policy or public affairs matters, and/or in other activities.

**Supplemental Statement of
Hogan Lovells US LLP
for Period Ended August 31, 2014**

**Rider E
Response to Question 12**

Government of Antigua and Barbuda

No political activities.

Government of the Commonwealth of The Bahamas

No political activities.

Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment

No political activities.

Government of Japan

Registrant's activities included communications with current and/or former Executive Branch officials, members of the U.S. Senate and House of Representatives, and their staffs on behalf of the foreign principal relating to general diplomatic representation, laws, regulations, policies, proposed congressional measures, treaties and other international agreements, and actions by the U.S. Congress, Executive Branch, U.S. Government agencies and certain state and local governments that may affect or relate to the interests of the foreign principal, the bilateral U.S.-Japan/Japan-U.S. relationship, and/or Japanese nationals, including corporations. Also, the activities may include communications with representatives of various media on behalf of the foreign principal relating to the aforementioned matters.

The following chart reflects contacts undertaken with respect to activities of the U.S. Congress or the U.S. Government that may relate to: Japan; the U.S.-Japan relationship; and congressional measures and other congressional activity in the 113th Congress of possible interest to the Government of Japan.

Date	Contact Person	Title	Type of Contact	Matter Discussed
06/17/14	Lisa Williams	Chief of Staff for Congressman Eni Faleomavaega and Democratic Subcommittee Staff Director, House Subcommittee on East Asian and Pacific Affairs	E-mail	See above.
06/30/14	Collin Davenport	Legislative Assistant for Congressman Gerry Connolly	Telephone	See above.

Hogan Lovells US LLP
Rider E (Continued)

Pemex-Exploracion y Produccion

No political activities.

Royal Embassy of Saudi Arabia

Date	Contact Person	Title	Type of Contact	Matter Discussed
04/15/14	Nilmini Rubin	Senior Professional Staff Member, House Foreign Affairs Committee	Telephone	Staffing priorities for current Iran issues for the House Foreign Affairs Committee
04/17/14	Edward Burrier	Deputy Staff Director, House Foreign Affairs Committee	Telephone	Iran
05/01/14	Todd Womack	Chief of Staff, Senator Bob Corker	Telephone	Iran sanctions; schedule meeting for Ambassador Al-Jubeir and Senator Corker
05/05/14	Todd Womack	Chief of Staff, Senator Bob Corker	Telephone	Iran sanctions
05/06/14	Craig Abele	Military Legislative Aide, Senator Lindsey Graham	Telephone	Assistance to Egypt
05/14/14	Edward Burrier	Deputy Chief of Staff, House Foreign Affairs Committee	Telephone	Iran sanctions and June hearings on Iran
05/19/14	Edward Burrier	Deputy Staff Director, House Foreign Affairs Committee	Telephone	US diplomacy with Iran
05/19/14	Amy Porter	Chief of Staff, Congressman Ed Royce	Telephone	US diplomacy with Iran
05/20/14	Edward Burrier	Deputy Staff Director, House Foreign Affairs Committee	E-mail	Iran hearings
05/20/14	Matt Rimkunas	Legislative Director, Senator Lindsey Graham	E-mail	US diplomacy with Iran
05/21/14	Matt Rimkunas	Legislative Director, Senator Lindsey Graham	E-mail	Iran
05/21/14	Ed Royce	Congressman	Telephone	Iran hearings and Syria chemical weapons
06/02/14	Edward Burrier	Deputy Staff Director, House Foreign Affairs Committee	E-mail	Syria chemical weapons
06/13/14	Lindsey Graham	Senator	Telephone	Iraq and Iran
06/27/14	Edward Burrier	Deputy Staff Director, House Foreign Affairs Committee	E-mail	Iran sanctions
07/02/14	Matt Rimkunas	Legislative Director, Senator Lindsey Graham	E-mail	Iraq
08/26/14	Ed Royce	Congressman	Conversation	Iran and Muslim Brotherhood

**Supplemental Statement of Hogan Lovells US LLP
For the Period March 1, 2014 through August 31, 2014**

Rider F

Response to Question 14(a)

From Whom	Date	Fees and Other Charges	
Government of Antigua and Barbuda	05/27/14	\$ 1,525.00	
	06/09/14	\$ 2,858.63	
	06/09/14	\$ 1,716.50	
	Total	\$ 6,100.13	
Government of Japan	04/14/14	\$ 10,000.00	
	07/14/14	\$ 10,000.00	
	03/31/14	\$ 33,760.26	
	03/18/14	\$ 115,280.72	
	03/31/14	\$ 19,305.00	
	07/10/14	\$ 55,762.00	
	07/10/14	\$ 42,491.62	
	07/30/14	\$ 55,201.61	
	Total	\$ 341,801.21	1/
Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment	04/21/14	\$ 52,174.57	
	06/16/14	\$ 27,495.50	
	Total	\$ 79,670.07	2/
<p>1/ The majority of fees received during this period from this foreign principal was for services or activities requiring registration under the Foreign Agents Registration Act.</p> <p>2/ None of the fees received during this period from this foreign principal was for services or activities requiring registration under the Foreign Agents Registration Act.</p>			

**Supplemental Statement of Hogan Lovells US LLP
For the Period March 1, 2014 through August 31, 2014**

Rider F

Response to Question 14(a)

From Whom	Date	Fees and Other Charges
Government of the Commonwealth of The Bahamas	03/06/14	\$ 53,966.38
	03/06/14	\$ 29,221.50
	03/06/14	\$ 3,139.23
	03/06/14	\$ 2,627.10
	03/06/14	\$ 1,962.45
	03/06/14	\$ 5,654.25
	03/06/14	\$ 580.05
	03/06/14	\$ 18,569.79
	03/06/14	\$ 19,934.93
	03/06/14	\$ 38,226.40
	03/11/14	\$ 137,919.08
	03/25/14	\$ 18,900.00
	03/26/14	\$ 46,468.59
	03/27/14	\$ 6,250.00
	03/27/14	\$ 64,000.10
	04/08/14	\$ 6,250.00
	04/09/14	\$ 6,250.00
	04/15/14	\$ 144,956.67
	04/25/14	\$ 989.00
	05/14/14	\$ 4,586.31
	05/30/14	\$ 6,250.00
	07/01/14	\$ 2,595.50
	07/02/14	\$ 125,896.14
	07/03/14	\$ 217,106.67
	07/07/14	\$ 87,986.86
	07/08/14	\$ 3,975.00
	08/20/14	\$ 4,592.00
Total		\$ 1,058,854.00 ^{1/}
^{1/} None of the fees received during this period from this foreign principal was for services or activities requiring registration under the Foreign Agents Registration Act.		

**Supplemental Statement of Hogan Lovells US LLP
For the Period March 1, 2014 through August 31, 2014**

Rider F

Response to Question 14(a)

From Whom	Date	Fees and Other Charges	
Pemex-Exploracion y Produccion	07/17/14	\$ 1,550,000.00	
	Total	\$ 1,550,000.00	1/
Royal Embassy of Saudi Arabia	04/08/14	\$ 116,349.88	
	04/10/14	\$ 185,995.09	
	04/23/14	\$ 60,000.00	
	06/04/14	\$ 109,919.51	
	06/04/14	\$ 24,590.18	
	06/14/14	\$ 98,890.63	
	07/17/14	\$ 16,427.70	
	07/17/14	\$ 12,582.68	
	07/17/14	\$ 181,028.02	
	Total	\$ 805,783.69	2/
<p>1/ None of the fees received during this period from this foreign principal was for services or activities requiring registration under the Foreign Agents Registration Act.</p> <p>2/ The majority of fees received during this period from this foreign principal was <u>not</u> for services or activities requiring registration under the Foreign Agents Registration Act.</p>			

Supplemental Statement of Hogan Lovells US LLP
For the Period March 1, 2014 through August 31, 2014
Rider G
Response to Question 15(a)

Charges on Behalf of the Government of Antigua and Barbuda			
Date	From Whom	Purpose	Amount
03/01/14 - 08/31/14	Hogan Lovells	FARA filing fee	\$ 305.00
		Photocopy/printing	\$ 259.40
		Telephone	\$ 3.09
		Word Processing	\$ 31.25
		Total	\$ 598.74
Charges on Behalf of the Government of the Commonwealth of The Bahamas			
Date	From Whom	Purpose	Amount
03/01/14 - 08/31/14	Hogan Lovells	Business meals	\$ 36.01 1/
		Car service/taxi	\$ 564.97
		Computer research	\$ 129.76
		Courier	\$ 154.62
		FARA filing fee	\$ 305.00
		Photocopy/printing	\$ 1,953.51
		Shipping	\$ 216.33
		Telephone/communications	\$ 207.76
		Travel	\$ 12,226.00 2/
		Word Processing	\$ 12.50
		Total Hogan Lovells	\$ 15,806.46
	Dial Cordy and Associates Inc.	Consulting services	\$ 46,468.59
	Grand Total	\$ 62,275.05 3/	
Charges on Behalf of the Government of Japan			
Date	From Whom	Purpose	Amount
03/01/14 - 08/31/14	Hogan Lovells	Car service/taxi	\$ 59.61
		Courier	\$ 72.25
		FARA filing fee	\$ 305.00
		Miscellaneous	\$ 5.00
		Photocopy	\$ 0.40
		Secretarial overtime	\$ 787.50
		Shipping	\$ 15.77
		Total	\$ 1,245.53 4/
Charges on Behalf of the Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment			
Date	From Whom	Purpose	Amount
03/01/14 - 08/31/14	Hogan Lovells	Car service/taxi	\$ 100.00
		Computer research	\$ 100.85
		Courier	\$ 20.62
		FARA filing fee	\$ 305.00
		Photocopy/printing	\$ 5.80
		Postage	\$ 1.40
		Total	\$ 533.67 3/

1/ Meal charges did not include any U.S. Government officials or media representatives.

2/ Travel charges included air travel, ground transportation, parking, lodging, meals and related costs incurred in connection with the representation, including conferences and meetings with and on behalf of clients.

3/ None of these charges was for services or activities requiring registration under the Foreign Agents Registration Act.

4/ The majority of these charges was for services or activities requiring registration under the Foreign Agents Registration Act.

Supplemental Statement of Hogan Lovells US LLP
For the Period March 1, 2014 through August 31, 2014
Rider G
Response to Question 15(a)

Charges on Behalf of Pemex-Exploracion y Produccion			
Date	From Whom	Purpose	Amount
03/01/14 - 08/31/14	Hogan Lovells	Business meals	\$ 77.94 <u>1/</u>
		Car service/taxi	\$ 496.39
		Computer research	\$ 4,478.31
		FARA filing fee	\$ 305.00
		Investigation Fees	\$ 5,209.31
		Miscellaneous	\$ 1.80
		Parking	\$ 34.00
		Photocopy/printing	\$ 473.95
		Shipping	\$ 133.90
		Telephone/telecopy	\$ 133.59
		Travel	\$ 10,413.02 <u>2/</u>
		Word Processing	\$ 56.25
		Total Hogan Lovells	\$ 21,813.46
	Counsel Press LLC	Litigation support service	\$ 636.92
	Francisco Gonzalez de Cossio	Consulting fees and services	\$ 179,507.21
	Bonn Steichen & Partners	Consulting fees and services	\$ 133,126.51
	Arendt & Medernach	Consulting fees and services	\$ 21,771.91
		Grand Total	\$ 356,856.01 <u>3/</u>

Charges on Behalf of the Royal Embassy of Saudi Arabia			
Date	From Whom	Purpose	Amount
03/01/14 - 08/31/14	Hogan Lovells	Business meals	\$ 895.44 <u>1/</u>
		Car service	\$ 540.00
		Computer research	\$ 3,803.12
		Courier service	\$ 3,988.23
		FARA filing fee	\$ 305.00
		Filing fees	\$ 1,200.00
		Parking (local)	\$ 17.00
		Passport/visa fee	\$ 10.50
		Photocopy/printing	\$ 186.00
		Postage	\$ 167.23
		Shipping	\$ 18.14
		Telephone	\$ 27.50
		Transcription service	\$ 1,344.94
		Travel	\$ 2,289.57 <u>2/</u>
		Word Processing	137.50
		Total Hogan Lovells	\$ 14,930.17
	First American Title Nat'l Commercial Svs.	Title search, litigation support	4,850.00
		Grand Total	\$ 19,780.17 <u>4/</u>

1/ Meal charges did not include any U.S. Government officials or media representatives.

2/ Travel charges included air travel, ground transportation, parking, lodging, and related costs incurred in connection with the representation, including conferences and meetings with and on behalf of clients.

3/ None of these charges was for services or activities requiring registration under the Foreign Agents Registration Act.

4/ The majority of these charges was not for services or activities requiring registration under the Foreign Agents Registration Act.

**Supplemental Statement of
Hogan Lovells US LLP
for Period Ended August 31, 2014
Rider H
Response to Question 15(c)**

Individuals who have filed Short-Form Registration Statements in connection with Hogan Lovells US LLP's registration under the Foreign Agents Registration Act of 1938 made the following political contributions during this reporting period:

Date	Amount	Political Organization/ Candidate	Location of Event
03/25/14	\$50	Democrats Moving Forward	N/A
03/31/14	\$2,000	Ed Gillespie for Senate (VA)	N/A
04/04/14	\$50	Barbara Comstock for Congress (VA)	N/A
05/21/14	\$400	Jon Keyser for HD25 (CO)	N/A
06/03/14	\$250	Ed Gillespie for Senate (VA)	McLean, VA
06/20/14	\$2,000	Aaron Schock for Congress (IL)	N/A
06/20/14	\$500	Citizens for Cochran, Thad Cochran (MS)	N/A
06/29/14	\$250	Ed Gillespie for Senate (VA)	N/A
07/14/14	\$500	Illinois Republican Party	N/A
07/22/14	\$250	Patrick Leahy for Senate (VT)	Washington, D.C.
08/14/14	\$500	Friends of Erik Paulsen (MN)	Tonka Bay, MN
08/21/14	\$500	Mike McFadden for Senate (MN)	Mendota Heights, MN

**Hogan Lovells US LLP
Rider H (Continued)**

In addition, individuals who have filed Short-Form Registration Statements in connection with Hogan Lovells US LLP's registration under FARA made the following contributions to a political action committee ("PAC") comprised of partners at Hogan Lovells US LLP. The PAC is an independent, non-connected entity, and is not established or administered by any candidate, political party, corporation, or labor organization. The PAC supports candidates for federal office. The contributions by the PAC to various candidates for office have been disclosed to the Federal Election Commission.

Date of Contribution	Amount of Contribution to PAC
04/11/14	\$1,000
05/21/14	\$595

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hogan Lovells US LLP

2. Registration No.

2244

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (*specify*) _____☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Exhibit B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Revised Exhibit B is filed as notification of an amended agreement between Registrant and Foreign Principal Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment. The agreement, in the form of an engagement letter, is attached to the revised Exhibit B.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

September 30, 2014

/s/ T. Clark Weymouth

eSigned

September 30, 2014

/s/ Aleksandar Dukic

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Hogan Lovells US LLP	2244

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (*specify*) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

N/A

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

We hereby amend the Exhibit A to the Registration of Foreign Principal Government of the Commonwealth of The Bahamas, filed with the FARA Registration Unit on June 2, 2014.

To Question 4, Principal Address of Foreign Principal, we amend our answer to:
Paul L. Adderley Building, 18 John F. Kennedy Drive, Nassau, Bahamas

To Question 6(a) regarding foreign government branch or agency represented, we amend our answer to:
Ministry of Foreign Affairs and Immigration

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

September 30, 2014

/s/ T. Clark Weymouth

eSigned

September 30, 2014

/s/ Aleksandar Dukic

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hogan Lovells US LLP

2. Registration No.

2244

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (*specify*) _____☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

N/A

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

We hereby amend the Exhibit A to the Registration of Foreign Principal Government of Antigua and Barbuda, filed with the FARA Registration Unit on August 24, 2012.

To Question 6(b) regarding foreign government official name and title, we amend our answer to:
Gaston Browne, Prime Minister

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

September 30, 2014

/s/ T. Clark Weymouth

eSigned

September 30, 2014

/s/ Aleksandar Dukic

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hogan Lovells US LLP

2. Registration No.

2244

3. Name of Foreign Principal

Government of Ontario, Ministry of Natural Resources, and Ministry of Economic Development, Trade and Employment

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Item 8 below.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant renders advice on U.S. and international laws, regulations, and policies concerning Canada-U.S. trade issues, and represents the interests of the Foreign Principal in the Software Lumber from Canada dispute.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant might from time to time contact U.S. Government officials, the media and the public regarding legislative and administrative or policy actions that affect the current and future interests of the Foreign Principal.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 30, 2014	Mark S. McConnell, Partner	/s/ Mark S. McConnell eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**Ministry of the
Attorney General**

Legal Services Branch
Ministry of Northern Development,
Mines
Room M2-24 Macdonald Block
900 Bay Street
Toronto ON M7A 1C3

Tel.: (416) 327-0613
Fax: (416) 327-0646

**Ministère du
Procureur Général**

Direction des services juridiques
Ministère du développement du nord,
et des Mines
Pièce M2-24 Edifice Macdonald
900, rue Bay
Toronto ON M7A 1C3

Tél.: (416) 327-0613
Télec.: (416) 327-0646



Direct line: (416) 327 0640
E-mail: Andrew.macdonald@ontario.ca

March 20, 2014

Mark S. McConnell
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004

Dear Mr. McConnell:

**Re: Retention of Hogan Lovells US LLP for Provision of Legal
Services with respect to Canada/U.S. Lumber Dispute**

This retainer sets out the terms and conditions whereby your firm agrees to provide certain legal services ("services") to Her Majesty the Queen as represented by the Minister of the Attorney General ("MAG") on behalf of the Ministry of Natural Resources ("MNR" and together with MAG, the "Ministry"). This letter amends, restates and supersedes the prior letter between you and the Ministry dated May 28, 2013.

The retainer is effective as of January 1, 2014 and will continue until such time as the work has been completed to the satisfaction of the Ministry.

Your firm is being retained to provide such advice and representation on the following matters, as may be requested from time to time by the Ministry:

- 1) Representation of Ontario's interests in the 81010-B Award Interpretation Arbitration regarding whether compensatory export taxes imposed upon Ontario and Quebec as a result of LCIA Arbitration No. 81010 should extend beyond the original 2013 expiry of the Softwood Lumber Agreement between the Government of Canada and the Government of the United States of America dated September 12, 2006 (as amended from time to time and as extended by the extension agreement between the parties dated January 23, 2012, the "SLA 2006").
- 2) Advice regarding the extension, amendment or termination of the SLA 2006 and the implications for Ontario of any specific proposals regarding the Agreement;
- 3) Advice regarding the Administration of the SLA 2006 including issues regarding Ontario compliance;

- 4) Monitoring of the Canada-U.S. softwood lumber trade relationship, and if necessary and requested by the Ministry, initial preparation for participation in any new SLA arbitration or mediation directly involving Ontario, or in renewed litigation over lumber under U.S. countervailing duty and antidumping law;
- 5) General advice on the implications under SLA 2006 and U.S. law of changes to Ontario's forest tenure and timber sales regimes and of programs proposed by Ontario from time to time;
- 6) Advice on issues that could affect the SLA 2006, or the Canada-US softwood lumber relationship generally, arising out of the Canada-European Union negotiation of a Comprehensive Economic and Trade Agreement;
- 7) Advice on issues that could affect trade in forest products arising from the negotiation of the Trans Pacific Partnership; and
- 8) Representation of Ontario's interests, if any, in the matter of the People's Republic of China anti-dumping investigation on imported cellulose pulp originating in Canada, the United States, and Brazil.

Mark S. McConnell and H. Deen Kaplan will be the principal counsels involved in the matter.

Your firm will obtain instructions from Andrew Macdonald, Legal Director, Legal Services Branch, Ministry of Northern Development and Mines or other instructing MAG counsel designated by Andrew Macdonald.

Your firm will brief Andrew Macdonald or other MAG instructing counsel on all relevant matters as the work is performed, based on an agreed-upon arrangement between your firm and Andrew Macdonald.

You shall prepare and submit not less than 10 business days prior to the beginning of each fiscal quarter during the term of this engagement a report describing the activities you propose to take on our behalf during such fiscal quarter (each a "**Quarterly Report**") in connection with the matters described in this letter together with a month by month forecast of the total amount of billable hours and billings for the work you propose to undertake during such fiscal quarter. You shall also prepare and provide such other reports and information as we may reasonably request from time to time in connection with the administration of this engagement.

In addition to your firm's legal fees, the Ministry will pay reasonable disbursements, supported by receipts or invoices, incurred in relation to this matter.

The total amount of billings (legal fees and other charges) under this retainer and for the period commencing on January 1, 2014 and ending on December 31, 2014 shall not exceed Cdn. \$450,000.00. Billings in excess of this amount, for any reason, shall require approval of Andrew Macdonald. In order to allow sufficient time for the Ministry to seek approval to increase the maximum amount of this retainer, you shall monitor your actual and estimated billings on an ongoing basis and promptly notify Andrew Macdonald if your actual or estimated billings would exceed the limit referred to above.

Your reports and billing invoices can be forwarded to:

Andrew Macdonald
Legal Director, Legal Services Branch
Ministry of Northern Development and Mines
Room M2-24 Macdonald Block
900 Bay Street, Toronto ON M7A 1C3

- with a copy to -

Jeff Walker, International Trade Specialist
Industry Relations Branch, Forestry Division
Ministry of Natural Resources
70 Foster Drive, Suite 400
Sault Ste. Marie, ON P6A 6V5

As of July 1, 2010, the Ministry is required to pay HST in accordance with the Excise Tax Act (Canada).

Should it become apparent during the course of the retainer that there are other Ministries with compatible interests in the work being done, then, subject to a satisfactory conflicts check, your firm may be instructed to act as counsel to them. If your firm is asked to act for other Ministries, your firm will continue to receive instructions from Andrew Macdonald in order to lessen the possibility of conflicts arising in instructions.

During the course of this retainer, should it become apparent to you, or should we advise you, that certain issues would be more properly addressed by Ministry lawyers or should issues be identified that involve legal and/or policy matters relating to constitutional or Charter issues or the Ontario Human Rights Code, your firm will stop any related work being performed under the retainer. Your firm will receive further instruction from Andrew Macdonald. No further work will be undertaken until your firm has received this instruction.

Should any judicial proceedings arise out of the work being done, your firm will be advised by Andrew Macdonald or instructing MAG counsel at that time whether the Ontario government will be represented by Ministry lawyers in the judicial proceedings or whether your firm will act for the Ministry under this retainer.

The Ministry may terminate the retainer at any time, without fault and without liability, upon two (2) weeks' notice of termination in writing to your firm.

The Ministry shall not by termination waive any rights or remedies it may have in law or equity at the date of termination. Termination shall not relieve your firm from its warranties and other responsibilities relating to services performed and money paid up to and including the date of termination.

The retainer may be amended, altered or added to only by written agreement between the parties which agreement is supplemental to the retainer and thereafter forms part of the retainer.

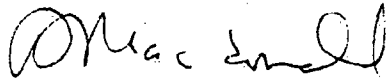
The retainer and the rights, obligations and relations of the parties shall, unless otherwise specified, be governed by and construed in accordance with the laws of the Province of Ontario

and the federal laws of Canada applicable therein. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

The general terms of representation attached hereto as Appendix "A" provided by Hogan Lovells to the Ministry form part of this retainer. In the event of a conflict between the provisions of this letter and the provisions of Appendix "A", the provisions of this letter shall prevail.

If your firm agrees with the terms and conditions set out in the retainer, please sign all three copies of this letter and return two copies to us at your earliest convenience.

Yours truly,



Andrew Macdonald
Legal Director, Legal Services Branch
Ministry of Northern Development and Mines

Cc: Jeff Walker, International Trade Specialist
Forestry Division

Accepted with effect as of January 1, 2013, as of this 7th day of ^{Apr. 1} March, 2014.

HOGAN LOVELLS US LLP

By: 

Mark S. McConnell
Partner

APPENDIX "A"

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services in connection with the matter referred to in the letter of Andrew Macdonald, Director, Legal Services Branch, Ministry of Northern Development and Mines dated March 20, 2014 (the "Retainer Letter") on the basis described in that letter and on the following terms and conditions:

1. Hogan Lovells

a) Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP, Hogan Lovells Worldwide Group (a Swiss Verein), and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. Most of Hogan Lovells' offices are offices of Hogan Lovells US LLP and Hogan Lovells International LLP. However, in some jurisdictions, Hogan Lovells practices through a local entity which is, or is an office of, an affiliate of Hogan Lovells US LLP or Hogan Lovells International LLP. Information about Hogan Lovells' offices and affiliates can be found on <http://www.hoganlovells.com>.

b) Pursuant to the Retainer Letter and these Terms of Representation, the full resources of Hogan Lovells will be made available to you to the extent necessary to handle appropriately the matter for which you have engaged us. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so as a subcontractor of Hogan Lovells US LLP, and absent any other agreement, this engagement shall establish the terms under which they will perform any such work. Under this arrangement, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including for the work performed under the engagement by Hogan Lovells International LLP or any of its affiliates.

c) The word "partner" is used or refers to a partner of the Hogan Lovells US LLP, or to a member of Hogan Lovells International LLP, or an employee or consultant with equivalent standing and qualifications, and to a partner, member, employee or consultant in any of their affiliated businesses who has equivalent standing.

2. Staffing

We expect the following attorneys to work on this matter, with the assistance of others as may be appropriate: Mark S. McConnell, and H. Deen Kaplan. Staffing needs, of course, change over time; we will make adjustments to staffing assignments in accordance with those needs.

3. Basis of the Firm's Charges and Maximum Amount of Fees and Other Charges

We will provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time, which rates are periodically revised. Our standard hourly rates currently range from approximately U.S. \$405 per hour for our junior associates to approximately U.S. \$865 or more for certain of our partners. The current standard rates for Mark S. McConnell, and H. Deen Kaplan are U.S. \$865 and U.S. \$760 respectively.

We have agreed that for calendar year 2014 will bill McConnell's time at U.S. \$780 and Kaplan's at U.S. \$685, a discount of approximately 10% from our standard rates. These rates will be effective as of January 1, 2014. We will notify and consult with you at such times as we propose revisions to our hourly rates. We agree that our hourly rates charged under this retainer shall not increase without the approval of the Legal Director of the Ministry of Northern Development, and Mines. We have also agreed that for calendar year 2014 we will provide a discount of 10% from the standard rate of any other of our attorneys who provide billable services under this retainer.

We also will provide an overall volume discount, as we have since 2003. For each month's bill, if our fees fall between \$50,000 and \$100,000, we will discount the amount in excess of \$50,000 by 5%. If our fees exceed \$100,000, we will discount the amount by \$2,500 plus 10% of the amount in excess of \$100,000. This discount does not apply to other charges.

The total amount of billings (legal fees and other charges) under this retainer for the period commencing on January 1, 2014 and ending on December 31, 2014 shall not exceed Cdn. \$450,000.00. Billings in excess of this amount, for any reason, shall require prior approval of Legal Director Andrew Macdonald. For greater certainty, in the event that such additional billings are not approved, the Firm shall be under no obligation to continue to render services.

4. Retainer

We will waive our standard practice and not require a retainer for this matter. We reserve the right, however, to require a retainer in the future if payments are not timely made or in other appropriate circumstances.

5. Payment of Fees and Other Charges

We will bill you monthly for legal services and other charges (other charges being billed in accordance with the attached schedule, and will provide you with a detailed description of those services and charges. Payment will be due within 30 days of the date of our statement. If bills are not paid on a timely basis, the Firm has the right to cease work and withdraw from the representation in accordance with applicable Rules of Professional Conduct. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and expert witness fees, our normal practice is to forward such statements directly to you for payment. Our fees reflect charges net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income described in the parenthetical in the preceding sentence), then the

amount of each bill shall be treated as increased to the extent necessary that, after any withholding or deduction, we receive and retain a net sum equal to the amount of the bill.

6. Conflicts and Confidential Information

Hogan Lovells has a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, we confirm the following understanding about certain conflicts of interest issues:

- a) Unless we have your specific agreement that we may do so, neither we nor the other Hogan Lovells entities will represent another client in a matter which is substantially related to a matter in which we represent you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that we and the other Hogan Lovells entities will be free to represent any other client either generally or in any matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that we and the other Hogan Lovells entities may represent another client on any issue or matter in which you might have an interest, including, but not limited to:
 - (i) Agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy, receivership or insolvency (including, without limitation, representation of a debtor, secured creditor, unsecured creditor, potential or actual acquirer, contract party or other party-in-interest in a case under the federal bankruptcy code or state insolvency laws or in a non-judicial debt restructuring, in which you are a debtor, creditor, contract party, potential or actual acquirer or other party-in-interest); patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities as to these matters and others;
 - (ii) Representation of the Debtor or other party in a Chapter 11 case under the Federal Bankruptcy Code in which you are a creditor, debtor or otherwise have an interest in the case;
 - (iii) Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and
 - (iv) Litigation matters brought by or against you as long as such matters are not the same as or substantially related to matters in which we are, or have been, representing you.

If at a later time you withdraw or modify this advance waiver in any material respect, you agree that at such time we shall have the right to withdraw from our representation of you pursuant to this agreement.

- d) We do not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, we are obligated to and shall preserve the confidentiality of any confidential information you provide to us. In this connection, we may obtain nonpublic personal information about you in the course of our representation. We restrict access to your nonpublic personal information to Firm personnel who need to know that information in connection with our representation and, as appropriate, third parties assisting in that representation. We maintain appropriate physical, electronic, and procedural safeguards to protect your nonpublic personal information. We do not disclose nonpublic personal information about our clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.
- e) We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.
- f) The fact we may have your documents and/or information, which may be relevant to another matter in which we or the other Hogan Lovells entities are representing another client, will not prevent us or the other Hogan Lovells entities from representing that other client in that matter without any further consent from you.
- g) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters for you.
- h) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by rules of professional conduct and conflicts of interest that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions are often similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells' lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these Terms of Representation.
- i) No conflict of interest will be imputed from a Hogan Lovells lawyer in one jurisdiction to a Hogan Lovells lawyer in another jurisdiction. If the first lawyer would be free to undertake the proposed matter in his or her home jurisdiction, the first lawyer's work shall not be used to disqualify the second lawyer from a matter in the second lawyer's jurisdiction.

- j) From time to time, Hogan Lovells includes client identities in marketing materials. These materials may include: print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You give your permission for Hogan Lovells to use your name and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

7. Client Identification

Her Majesty the Queen as represented by the Minister of the Attorney General ("MAG") on behalf of the Ministry of Natural Resources ("MNR" and together with MAG, the "Ministry"), is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any other person, including other Ministries of the Ontario Government, Crown Corporations, subsidiaries or other affiliates unless we expressly agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between the Firm and any such related person or entity. The attorney-client privilege is solely between the client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

The Firm, as part of Hogan Lovells, has a large international legal practice with active practices in a variety of areas, including regulatory matters, government contracts, and litigation. In a variety of matters currently being handled by the Firm for other clients, the scope of its representation is such that other Ontario agencies or the Ontario Government as a whole are or may be adverse parties. (We of course have monitored potential conflicts with Ontario for years, and do not believe that there is any direct conflict between the Firm and the Ministry.) We also expect to represent clients in future matters under circumstances in which the Ministry and other Ontario agencies may be adverse parties. To ensure that our work for the Ministry does not adversely affect the Firm's and the other Hogan Lovells entities' ability to continue to represent other clients on current or future matters where their interests may be adverse to the Ontario Government or any agencies thereof (including the Ministry), including litigation against or other adversities to the Ontario Government or any of its agencies, the Ministry agrees that: (1) the Ministry is our client for the specific matters on which it engages us, and the Firm and the other Hogan Lovells entities shall not be deemed to represent the Ontario Government or any other agency thereof with respect to such matters; and (2) the work we perform for the Ministry in this matter will not disqualify the Firm or the other Hogan Lovells entities from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of the Ontario Government or any agencies thereof (including the Ministry) are or may be adverse to the interests of our client(s) so long as those other current or future matters do not directly relate to the work performed for the Ministry in this matter.

8. Disclosure Issues

a. Lobbying Disclosure Act of 1995

Please note that, under certain circumstances, lawyers who lobby officials of the executive or legislative branches or federal agencies must publicly disclose such activities under

the Lobbying Disclosure Act of 1995. If our activities on your behalf trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of you, the general nature of our "lobbying" activities on your behalf, and the Firm's income from such activities. We will bill you for any time spent complying with the Act's requirements in connection with matters handled for you.

b. Foreign Agents Registration Act

Under certain circumstances, lawyers who represent non-U.S. clients with respect to certain matters, including political activities, public relations, and advocacy before any agency or official of the U.S. government, must publicly disclose such activities under the Foreign Agents Registration Act. If our activities on your behalf trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of you, the general nature of our activities on your behalf, and the Firm's income from such activities. We will bill you for any time spent complying with the Act's requirements in connection with matters handled for you.

c. Tax Shelter Regulations

U.S. Internal Revenue Service ("IRS") regulations require certain "material advisors" who make "tax statements" in the course of their work to maintain lists containing specified information and to disclose such information to the IRS upon request. The lists generally identify participants in a transaction, describe their anticipated tax benefits, and must include certain supporting documentation. Although targeted at "potentially abusive tax shelters," these regulations encompass "any transaction that has the potential for tax avoidance or evasion." Many of the commercial and other matters that we handle involve incidental tax issues that may bring them within this definition, even if we are not acting as our client's tax adviser with respect to the matter. If our activities on your behalf trigger these record keeping or disclosure obligations, we will be required to comply with the applicable law. We will bill you for any time spent doing so in connection with any matters that we handle for you. If you have any questions about these regulations, you should consult with your regular tax adviser or with one of our tax attorneys.

d. Compliance with Audit Requests, Subpoenas, Legal Process and Other Requests or Demands for Information

From time to time we may be required to respond to other requests for information or documents about you or our work for you. Such requests may come from you or your auditors. They may also come from third parties through a subpoena or other legal process to which we are required to respond. We will bill you for any time spent or costs incurred responding to such requests or demands in connection with any matters we handle for you. In the event the Firm considers it necessary to engage counsel in connection with any such third party inquiries, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging counsel.

9. Scope of Services

Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that which is described in the Retainer Letter. In particular, unless specifically made a part of this engagement, our engagement does not include responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for

notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

10. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven (7) years from their creation, and thereafter may destroy the subject documents without further communication with you.

STANDARD SCHEDULE OF OTHER CHARGES

Other charges incurred in connection with this representation will be billed on the following basis until further notice: secretarial overtime resulting from time-sensitive or unusual requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at \$30/hour; outgoing facsimiles at \$1.50 per page; in-house photocopying at \$0.20/page for black and white copies and \$0.60/page for color copies; word processing operators and proofreaders at hourly rates based on office location (and average compensation in effect in each office). The following items are billed at actual cost: computerized research, express delivery services, postage, outside messengers, outside photocopies, transcripts, food services, and all additional charges.